

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

OLUWOLE LONGE AND	:	
ADETUTU LONGE,	:	
Plaintiffs,	:	
	:	CIVIL ACTION FILE NO:
	:	2023CV383262
vs.	:	<hr style="width: 100%;"/>
GRANGE PROPERTY & CASUALTY	:	
INSURANCE COMPANY	:	
	:	
Defendants.	:	

COMPLAINT FOR BREACH OF CONTRACT

Plaintiffs Oluwole Longe and Adetutu (hereinafter "LONGES"), and through their undersigned counsel, file this Complaint, Demand for Jury Trial, and Complaint for Breach of Contract against the Defendant Grange Property & Casualty Insurance Company (hereinafter GRANGE"), and as grounds, therefore, state as follows:

INTRODUCTION

This is an action arising out of Defendant's failure to pay insurance proceeds, and breach of handling an insurance claim related to the loss incurred on July 27, 2021, at Longe property located at 352 Hidden Creek Ln, Canton, GA 30114-1284.

PARTIES, JURISDICTION, AND VENUE

1. Plaintiffs at all times relevant were dual residents of Georgia and California.
2. Defendant, Grange Property & Casualty Insurance Company, is a foreign corporation with its principal place of business in Canton, Ohio. Grange Insurance transacts business in the State of Georgia.
3. This Court has jurisdiction over this matter pursuant to the breach of contract. The Contract of insurance involved in this case was issued and delivered in the State of Georgia to Plaintiff.
4. Venue is proper in this court because the property covered by the insurance policy in question is located in the County of Fulton, and transacts its business within this County.
5. At all times relevant hereto, Dr. Oluwole Longe and Mrs. Adetutu Longe were and are owners of the property located at 3985 Randall Mill Rd NW, Atlanta, GA. 30327.

FACTUAL BACKGROUND

6. On or about July 27, 2021, the Longes suffered substantial property damage to their home and personal property due to a loss event. Specifically, three trees struck the house and the garage. The trees fell across the rear wall of the house and on the roof of the main house. The roof of the main house was crushed at the right side and the center part of the house. Both the roof and main level ceiling were extensively damaged, along with the interior walls as well as the main level floor framing and finishes. The rear deck (upper level) also sustained damage to the floor joist, beams, and decking. The entire house racked towards the front due to the impact and the weight pressure exerted by the trees.
7. At all relevant times, the Longes were insured by Grange under a homeowners insurance policy(HO-3) identified as HM4296972-03 which provides coverage for losses of the nature sustained by the Longes. This policy was effective during the relevant period from 02/28/2021 to 02/28/2022. See Policy as Exhibit “1” attached.
8. The policy limits at the time of the loss were Coverage A: \$701,400.00, Coverage B: Other Structures: 70,140.00; Coverage C:(Personal Property) \$350,700.00 and Coverage D: (Loss of Use) \$140, 280.00.

9. On July 27, 2021, the Plaintiff, timely submitted and filed a claim with Defendant, Grange for the wind/hailstorm damage claim. Defendant, Grange assigned the Claim #ZHM003335244 to the Longes.
10. Plaintiff obtained the various services of Menne & Associates, Registered Professional Engineers, who surveyed the damages and concluded that the reconstruction and repairs were extensive and might amount to a teardown of the property. Plaintiff also through prior counsel submitted estimates to the Defendant, Grange for the repairability of the residence.
11. On November 5, 2021, the Defendant, Grange conducted an Examination Under Oath (EUO) of the Plaintiffs, Longes.
12. On January 28, 2022, the Plaintiffs, Longes received via electronic mail a letter from Defendant, Grange representative, Samuel Ellenburg, a Property Specialist. Mr. Ellenburg stated after 5 (five) months from the date of loss: *“We have completed a review of the above-mentioned policy and given considered applicable law we have concluded that there is reasonable justification to deny coverage, and Grange Property & Casualty Insurance Company (Grange hereby informs you that there is no coverage for your claim.”*
13. Defendant, Grange, denial letter fails to comply with Georgia Unfair Claims Settlement Act (UCSPA). Defendant, Grange representative, Mr.

Ellenburg made outrageous allegations without any factual basis. See Denial Letter attached as Exhibit “2”.

14. On February 07, 2023, Plaintiff, Longes retained new counsel, Fistel Law Group to represent them in the claim. Fistel Law requested documentation from the Defendant, Grange pursuant to the GA code and statute. Defendant, Grange has refused to acknowledge the request for documentation violating Georgia Unfair Claims Settlement Act (UCSPA).
15. Defendant, Grange further failed to comply with the requirements of the policy by failing to make additional payments of Coverage D.(ALE). Defendant made three payments and has denied all additional 21 payments for the property being uninhabitable under the terms of the policy.

COUNT 1
BREACH OF CONTRACT

16. Plaintiff re-assert and re-alleges paragraphs numbered 1 through 15 as if fully set forth herein.
17. This is an action for damages for breach of The Policy that was in effect at the time of the loss.
18. The Policy constitutes a valid, binding contract on the parties.
19. Plaintiff, Longes have fulfilled their obligations under the Policy, and has satisfied all conditions precedent or the Defendant, Grange has waived or

been excused from performance as a result of the acts, representations, omissions, and conduct of Grange.

20. The Policy provides that Plaintiff should receive insurance coverage for the damages to both the dwelling, personal property and Loss of Use/Rent as a result of the hail damage.

21. The Defendant, Grange, has breached the Policy by refusing to provide coverage and otherwise make any payment for damages the Plaintiff has suffered to the dwelling and personal property as a result of the water damage.

22. Plaintiffs, Longes have suffered a substantial loss regarding the insured property and continues to suffer the loss.

23. Plaintiffs have repeatedly requested that Defendant, Grange pay its damages and has failed and refused and continues to refuse to pay the full damages despite knowing it is required to do so. This was a breach of the Policy.

24. As a direct result of Defendant, Grange breach of its insurance contract, Plaintiffs were required to become obligated for attorney fees and costs in connection with the prosecution of this action and Plaintiff is entitled to payment of attorney fees and costs under these circumstances.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs, Longes request this Court enter an award against Defendant, Grange for:

- a) the full amount of the property damage to their home and personal property resulting from the water damage up to the applicable limits contained in the Policy;
- b) all additional damages and expenses incurred by Plaintiff resulting from Defendant's failure and refusal to pay for the damages to their home including but not limited to pre-judgment interest, costs of this action, attorney fees and such other and further relief as this Court may deem just and proper.

Further, Plaintiffs request a trial by jury on all issues so triable.

/s/Nicholas P. Martin
NICHLAS P. MARTIN
GA BAR No.: 168722
Attorney for Plaintiff

7000 Peachtree Dunwoody Road
Bldg. 1, Ste. 202
Atlanta, GA 30328
(770)450-6155-voice & fax
nmartin@nickmatinlaw.com



The Sanford Group
10150 Ball Ground Hwy Ste 101
PO Box 374
Ball Ground GA 30107

January 29, 2021
Policy Number: HM 4296972
PIN: 4292

TEMP-RETURN SERVICE REQUESTED

Oluwole Longe
Adetutu Longe
3985 Randall Mill Rd NW
Atlanta GA 30327

Dear Policyholder:

Thank you for renewing your policy with Grange Insurance. Our mission is to provide peace of mind and protection during life's unexpected events. It's a mission we don't take lightly. Insurance is something you don't think about until you use it, and if you need us, we're ready to help.

We want to hear from you to make sure we're living up to our mission. Your feedback helps us recognize exceptional customer service and focus on ways to improve.

Visit grangeinsurance.com/customer-reviews and click the "Write a review" button.



Don't forget to use the **Grange Insurance Mobile App** to access your MyGrange account. With MyGrange, you can:



Pay your bill online



Enroll in paperless billing and documents



Check the status of a claim



And more!

As your life changes, your insurance needs may too. If you have any questions or need to change something in your policy, contact your agent from **The Sanford Group** at **(678) 454-0661**.

Thanks again for staying with Grange Insurance.

A handwritten signature in black ink, appearing to read "John Ammendola".

John Ammendola
President & CEO

Ex 11"



The Sanford Group
10150 Ball Ground Hwy Ste 101
PO Box 374
Ball Ground, GA 30107
(678) 454-0661
FAX: (678) 454-0662
billy@thesanfordgroup.net
thesanfordgroup.net

Policy Number:	HM 4296972-03
Policy Type:	Homeowners
Reason Issued:	Renewal
Effective Date:	02/28/2021
Print Date:	01/29/2021

Named Insured and Address

Oluwole Longe
& Adetutu Longe
3985 Randall Mill Rd NW
Atlanta, GA 30327

Homeowners Declarations Page

This is not a bill. Your bill will be sent separately to your mortgagee.

Issued by: Grange Property & Casualty Insurance Company, 671 South High Street, Columbus, OH 43206-1066

Policy Effective Dates: 02/28/2021 to 02/28/2022 12:01 a.m. ET at the address of the named insured as shown, and for additional 12 month periods if renewed, as provided in the policy. These declarations with policy provisions, applications, forms, and endorsements, if any, complete the above numbered policy.

Total Policy Premium Summary

	Premium
3985 Randall Mill Rd NW, Atlanta, GA 30327	
Basic Policy Premium	\$2,957.00
Additional Coverages (See Description of Additional Coverages Section for Details)	\$324.00
<i>The total premium shown does not include any applicable billing fees.</i>	
Total Policy Premium	\$3,281.00

Did You Know...

- We don't just provide protection and peace of mind; we aim to simplify your life by making our products easy to understand and our claims service easy to use.
- Grange makes it easy to pay your bills and manage your account online. Sign up for a My Grange Account to manage your policy today.
- Grange is there for you - whenever and however you need us. You can ask questions or report claims online or by phone, any time, 24 hours a day.

Got Questions? We've got answers.

Policy Information: If you have any questions about your coverages or other ways to save with Grange, be sure to contact your agent, The Sanford Group at (678) 454-0661.

Claims Assistance: To report or check on a claim, call (800) 445-3030 or visit grangeinsurance.com.

Billing Questions: To inquire about your bill or pay it, call (800) 425-1100 or visit grangeinsurance.com.

Dwelling Coverages

Coverage is provided where a specific limit of liability is shown.

Residence Location	Additional Interests
3985 Randall Mill Rd NW Atlanta, GA 30327	Northpointe Bank ISAOA ATIMA, PO Box 7111 Troy, MI 48007 Type of Interest: First Mortgagee Loan Number: 5000357462

Policy Number: HM 4296972-03

Policy Type: Homeowners

HO3 (04-2016) Coverages

	Deductible	Limits of Liability
Section I - Property Protection		
Coverage A - Dwelling		\$701,400
Coverage B - Other Structures		\$70,140
Coverage C - Personal Property		\$350,700
Coverage D - Loss of Use		\$140,280
Section I - Loss Deductible	\$2,500, Unless Otherwise Stated	
Section II - Personal Liability Protection		
Coverage E - Personal Liability		\$300,000 Each Occurrence
Coverage F - Medical Payments to Others		\$2,000 Each Person / \$25,000 Each Occurrence

Home Advanced

Theft of Jewelry, Watches, or Furs	\$5,000	Money	\$1,000
Theft of Silverware	\$5,000	Data Coverage	\$750
Theft of Guns	\$5,000	Refrigerated Goods	\$750 w/\$100 Ded
Securities	\$5,000	Lock Replacement	\$750 w/\$50 Ded
Loss Assessment	\$5,000	Business Property - Off Premises	\$750
Credit Card Forgery	\$5,000	Business Property - On Premises	\$3,000
Landlord Furnishings	\$5,000	Trailers, Non-Watercraft	\$3,000
Grave Markers	\$5,000	Watercraft	\$3,000
Fire Department Service Charge	\$5,000	Loss of Use	24 Months
Electronic/Accessories in Motor Vehicle	Up to \$5,000	Ordinance or Law	10% of Cov A
Reward (Theft/Arson)	Up to \$5,000	Trees, Plants and Shrubs	5% Cov A/\$1,000 per Plant

Description of Additional Coverages (Policy deductible applies unless otherwise noted)

Coverages	Premium
Inflation Protection Applies to this Residence at Renewal	Included
HM511 (04-2015) Personal Property Replacement Cost	\$123.00
HM536 (04-2015) Back-Up of Sewer and Drains Amount of Coverage \$5,000	\$8.00
HM542 (04-2015) Fungi, Wet or Dry Rot or Bacteria Section I - Property Protection Limit is: \$10,000 Section II - Personal Liability Protection Limit is: Coverage E - Limit of Liability, \$50,000 each occurrence, Coverage F - Limit of Liability, \$1,000 each person, \$25,000 each occurrence	Included
HM633 (04-2015) Expanded Replacement Cost Coverage A Amount of Coverage is 25%	\$49.00
HM738 (04-2015) Replacement Cost of Roof Surfacing	Included
HM705 (07-2016) Home Advanced	\$144.00
MU01 (01-2019) Mutual Conditions	No Charge
NM01 (01-2019) Company Name Change – Grange	No Charge
PX018 GA (11-2016) State Exceptions	Included

Discounts

For a description of these discounts, please reference the Discounts applied to your policy section.

Mortgagee Billed, Newer Roof, Claim Free, and Advance Quote

Policy Number: HM 4296972-03

Policy Type: Homeowners

Rating Information

Residence Type: Primary

Residence

County: Fulton

Year of Construction: 1969

Age of Insured: 43

Rated Protection Class: 1

Roof Year: 2014

Marital Status: Married

Flood Zone: Moderate/Low Flood
Zone

Construction Type: Frame

Policy Number: HM 4296972-03

Policy Type: Homeowners

Congratulations! You're saving money.

Discounts applied to your policy:

Grange makes it easy to reduce your premium and save money. We've applied the following discounts to your policy:

- **Newer Roof:** Enjoy automatic savings if you have a newer roof.
- **Mortgagee Billed:** Pay your insurance through your mortgage for a hassle-free payment solution that saves time and money.
- **Claim-Free:** Earn valuable savings by staying claim-free for up to five years.
- **Advance Quote:** Automatically applied when the policy is submitted in advance of the new business policy effective date by a specific number of days.

More ways to save.

One way Grange delivers exceptional value is by finding new ways to lower your premium. You might be eligible for even greater savings! Talk to your agent today to learn more.

- **Easy Pay (EFT):** Save time and money when you pay by automatic deduction from your checking or savings account each month.
- **Paid In Full:** Eliminate installment fees and avoid the hassle of monthly bills and postage costs when you pay your annual premium in full.
- **Smart Fire Alarm:** Save automatically if your fire alarm notifies the fire department.
- **Smart Home Alarm:** Save automatically if your burglar alarm notifies the authorities.

FACTS	What does Grange Insurance Group of Companies do with your information?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security Number • Account Balances and Payment History • Credit Scores and Motor Vehicle Reports and Claim History <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Grange Insurance Group of Companies' chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Grange Insurance Group of Companies share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	N/A
For our affiliates to market to you	No	N/A
For our non-affiliates to market to you	No	N/A

Questions?	Call (800) 425-1100 or go to grangeinsurance.com
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Who we are**Who is providing this notice?**

Grange Insurance Group of Companies

What we do**How does Grange Insurance Group of Companies protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your non-public personal information.

How does Grange Insurance Group of Companies collect my personal information?

We collect your personal information, for example, when you

- Complete an application or upon renewal
- Provide information to your agent

Why can't I limit all sharing?

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes—information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include insurance companies related by common ownership and control under the Grange Mutual Holding Company.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- The Grange Insurance Group of Companies does not share with nonaffiliates so they can market to you.

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Our joint marketing partner is Kansas City Life Insurance Company.

Other Important Information

The Grange Insurance Group of Companies include Grange Insurance Company, Grange Indemnity Insurance Company, Grange Insurance Company of Michigan, Grange Property & Casualty Insurance Company and Trustgard Insurance Company, Integrity Insurance Company, Integrity Property & Casualty Insurance Company and Integrity Select Insurance Company.

Endorsement**HM 542****Fungi, Wet or Dry Rot, or Bacteria Coverage**

Grange Property & Casualty Ins. Co.
671 South High Street
Columbus, OH 43206-1066

Section I - Property Protection**Section II - Personal Liability Protection****Policy Number:** HM 4296972

*This endorsement should be attached to **your** policy as it constitutes an important part of the contract.*

When this endorsement appears on the Declarations page of **your** policy, **we** agree to provide coverage explained in this endorsement subject to **your** compliance with all the conditions contained in this endorsement and all the policy provisions.

We agree to provide coverage for loss caused by **fungi**, wet or dry rot, or bacteria as follows:

Section I - Property Protection

The **Section I - Property Protection** limit that is shown for this endorsement on the Declarations page, is the most **we** will pay for the sum of the following:

1. The total of all loss payable under **Section I - Property Protection** caused by **fungi**, wet or dry rot, or bacteria;
2. The cost to remove **fungi**, wet or dry rot, or bacteria from property covered under **Section I - Property Protection**;
3. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the **fungi**, wet or dry rot, or bacteria; and
4. The cost of testing of air or property to confirm the absence, presence or level of **fungi**, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of **fungi**, wet or dry rot, or bacteria.

The coverage described in this endorsement, under **Section I - Property Protection**, only applies when:

1. Such loss or costs are a result of a Loss We Cover that occurs during the policy period; and
2. Only if all reasonable means were used to save and preserve the property from further damage at and after the time the Loss We Cover occurred.

Section II - Personal Liability Protection**1. Coverage E - Personal Liability**

If a claim is made or a suit is brought against an **insured person** for damages because of **bodily injury** or **property damage** caused by an **occurrence** to which this **Coverage E - Personal Liability** applies, we will:

- (a) Pay up to the **Coverage E - Personal Liability** limit that is shown for this endorsement on the Declarations page, for damages which an **insured person** is legally liable.

Damages include prejudgment interest awarded against an **insured person**; and

- (b) Provide a defense at **our** expense by counsel of our choice, even if the suit is groundless, false or fraudulent. **We** may investigate and settle any claim or suit that **we** decide is appropriate.

Our duty to settle or defend ends when **our** limit of liability for the **occurrence** has been exhausted by payment of a judgment or settlement.

Our total liability under **Coverage E - Personal Liability** from any one **occurrence** will not be more than the **Coverage E - Personal Liability** limit that is shown for this endorsement on the Declarations page. This limit is the same regardless of the number of **insured persons**, claims made or persons injured. All **bodily injury** and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one **occurrence**.

Our total liability under **Coverage F - Medical Payments to Others** for all medical expenses payable for **bodily injury** to one person as the result of one accident will not be more than the **Coverage F - Medical Payments to Others** limit that is shown for this endorsement on the Declarations page.

All terms and conditions of **your** policy that are not in conflict with the coverages included in this endorsement remain unchanged.

VIA ELECTRONIC, CERTIFIED AND REGULAR U.S. MAIL

January 28, 2022

Oluwole & Andetutu Longe
223 Saddlebow Road
Bell Canyon, CA 91307

RE: Claim No.: ZHM003335244
Date of Loss: July 27, 2021
Policy No.: HM 4296972 03 41

Mr. & Mrs. Longe:

We have investigated the facts and circumstances surrounding this claim. We have completed a review of the provisions of the above mentioned policy and given considered applicable law. Based on the provisions of your policy and applicable law, we have concluded that there is reasonable justification to deny coverage, and Grange Property & Casualty Insurance Company ("Grange") hereby informs you that there is no coverage for your claim.

The policy issued to you requires that you live in the property that is listed on the Declarations Page. The address for the property is 3985 Randall Mill Road in Atlanta, Georgia. You have not lived at this residence for at least two years prior to the loss on July 27, 2021. In fact, you have lived in California since 2018. Because the Randall Mill property is not your residence, the policy does not provide coverage.

Your prior attorney has inquired about the mortgagee's rights under the policy. The mortgagee is listed on the Declarations Page as "BBVA USA ISAOA ATIMA". The mortgagee is not an insured or additional insured under the policy. However, the policy will protect the mortgagee's interest as long as the mortgagee meets its duties under the policy, including, but not limited to, the mortgagee must advise Grange of any change in occupancy.

Your prior counsel advised that you are no longer making a personal property claim. Further, you testified that you had little personal property on the premises since you moved out of the property. Personal property owned by you but used by your renters would not be covered under the policy. Personal property owned by your renters would not be covered by the policy.

While Grange paid you for Loss of Use of the premises, this was done believing you resided at the premises. Once it was determined that you did not reside on the premises, Grange advised it would not pay Loss of Use. Loss of Use is only required to be paid when your living expenses increase as a result of the loss. Your living expenses did not increase because you were not living in the property at the time of the loss. You accepted the payment for increased living expenses

Ex "2"

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even though you knew you were not living there. This may be considered a concealment of a material fact and a misrepresentation. The policy is void when an insured misrepresents facts related to a claim. The policy also explains that no coverage is owed if there is a concealed or misrepresented fact in the investigation of the loss. The misrepresentation clause also allows Grange to seek repayment of any amount it paid when it learns of the concealed or misrepresented fact. There is also a Right of Recovery clause that allows Grange to collect money from a person responsible for a claim payment. Because you did not advise you were not in need of additional living expenses, this clause may also allow Grange to seek reimbursement from you for this payment.

The policy also requires you to notify Grange when the risk of providing insurance has increased. When you began renting the home to another party, that increased the risk of insuring the property.

Enclosed with this correspondence are the relevant portions of the Grange policy issued to Oluwole and Andetutu Longe. The relevant language that supports Grange's position is highlighted. Please read the entire policy for its complete terms and conditions. Please also note the highlighted policy conditions that reflect "What to do in Case of Loss," among which is the duty to protect the property from further damage, making "necessary and reasonable repairs to protect the property" and keeping "records of the costs of repairs."

Additional facts, circumstances and policy language not mentioned in this letter may apply to this claim and may provide additional reasons for a declination of coverage. Nothing stated in or implied by this letter, nor any action heretofore taken, declined, or deferred in this matter by Grange and/or any of its agents and/or representatives has been intended, and should not be construed, as a waiver of any rights, claims or defenses under the policy or to which it is otherwise entitled. Instead, Grange reserves, without qualification or limitation, all rights, claims or defenses available to it under the policy and otherwise allowed by law.

Should you disagree with Grange's coverage position, the policy limits the time to file suit to two years from the date of loss:

We may not be sued unless there is full compliance with all the terms of this policy. A claim for loss resulting from windstorm or hail must be reported to us or our agent within one year of the loss event and any suit arising therefrom must be brought within two years after the loss or damage occurs. Any other suit or claim for loss must be brought within two years after the loss or damage occurs.

Page 3 of 3

If you are aware of information that should cause us to reconsider our position with respect to your claim, please provide this information, in writing, to my office immediately.

Sincerely,

Samuel Ellenburg

Samuel Ellenburg
Property Specialist
Phone: 800-422-0550 ext. 7612
Fax: 866-256-9205
Email: ellenburgs@grangeinsurance.com

cc: The Sanford Group